

REMARKS

Applicant respectfully requests reconsideration of the present application in view of the reasons that follow. Claims 1-20 and 32 have been cancelled. Claims 21-31 and 33-40 are now pending in the present application.

I. Rejection of Claims 21-23 and 26-31 under 35 U.S.C. § 102(b)

On page 2 of the Office Action, claims 21–23 and 26–31 were rejected under 35 U.S.C. § 102(b) as being anticipated by Purnell and Quackenbush, Design and Develop Airport Security Systems and Related Applications (Purnell et al.). Applicant reserves the right to challenge the accuracy of the date of Purnell et al. and whether or not Purnell et al. qualifies as a publication under the provisions of 35 U.S.C. § 102(b). Applicant further respectfully traverses the rejection. At a minimum, the Examiner has failed to demonstrate that Purnell et al. discloses, teaches, or suggests all of the claim limitations as recited in claims 21–23 and 26–31.

Claim 21 recites, with emphasis added through underlining:

providing an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property, the second service distinct from the first service.

Claim 29 recites, with emphasis added through underlining:

wherein associated with the baggage transportation service is an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property, the second service distinct from the first.

On pages 2-3 of the Office Action dated 4/28/2006, the Examiner states:

When the passenger is biometrically verified by the employee handling the baggage, security service is rendered. When any

traveling directions are given to the passenger by the employee handling the baggage, concierge service is rendered. When any services outside the scope of transporting the baggage are provided by the employee handling the baggage, valet services are rendered.

Applicant respectfully disagrees. Purnell et al. describes that “[e]ach passenger will be biometrically authenticated when checking bags. Baggage claim tickets will be printed out and scanned in the presence of the passenger to evidence receipt of the passenger’s bags.” (Page 2, emphasis added through underlining). Thus, a security service is rendered. However, the security service rendered is “associated with the baggage transportation service” and not with “a second service associated with an operation at the remote property.” Therefore, no security service associated with an operation at the remote property is disclosed, taught, or suggested by Purnell et al. Additionally, no concierge service or valet service is disclosed, taught, or suggested by Purnell et al. Such statements by the Examiner are mere conjecture on the part of the Examiner with no basis whatsoever in Purnell et al. Such conjecture is wholly insufficient to support a rejection under 35 U.S.C. § 102(b).

Therefore, Purnell et al. fails to disclose, suggest, or teach all of the limitations of claims 21 and 29. An anticipation rejection cannot be properly maintained where the reference used in the rejection does not disclose all of the recited claim elements. Applicant respectfully traverses any arguments posed by the Examiner relative to claims 22-28 and 30-31 which depend from claims 21 and 29, respectively, as claims 22-28 and 30-31 are allowable for at least the reasons outlined above relative to claims 21 and 29. Therefore, Applicant respectfully requests withdrawal of the rejection of claims 21-31.

II. Rejection of Claims 24 and 33-40 under 35 U.S.C. § 103(a)

On page 3 of the Office Action, claims 24 and 33-40 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Purnell et al. Applicant respectfully traverses this rejection because the Examiner has failed to present a prima facie case of obviousness. At a minimum, the Examiner has failed to demonstrate that Purnell et al. discloses, teaches, or suggests all of the claim limitations as recited in claims 24 and 33-40.

Claim 24, which depends from claim 21, recites:

wherein registering the passenger comprises providing a boarding pass for the passenger.

Claim 33 recites:

printing a boarding pass for the passenger based on the retrieved travel information;

...;

obtaining possession of the passenger baggage from the passenger at the remote property to conduct a baggage transportation service, wherein associated with the baggage transportation service is an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property, the second service distinct from the first service;

As discussed in Section I. above, Purnell et al. fails to teach at least the limitation “an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property” as required by claims 24 and 33. Purnell et al. also fails to teach at least the limitations of providing and of printing “a boarding pass for the passenger” as required by claims 24 and 33, respectively.

On page 3 of the Office Action dated 4/28/2006, the Examiner states:

Purnell et al. ... is silent as to the specifics of printing a boarding pass for the passenger. Nevertheless, it is at least obvious and commonly well known that in order for a passenger to board a commercial aircraft, boarding ticket must be [sic] provided to the passenger. Hence, it is obvious that Purnell et al. would include printing a boarding pass for the passenger.

Applicant agrees that it is well known that in order for a passenger to board a commercial aircraft, a boarding ticket must be provided to the passenger. However, this fact in no way

implies that the system of Purnell et al. provides or prints “a boarding pass for the passenger.”

To the contrary, Purnell et al. states:

The baggage handling system will effectively separate the passenger’s baggage from the passenger prior to the check-in process. As a result, passengers will arrive at the airport for their scheduled flight unencumbered by their baggage or the need to check such bags.

(Page 2, emphasis added through underlining). Thus, the baggage is separated from the passenger prior to check-in. Additionally, Purnell et al. nowhere teaches that check-in at the airport is not required. Furthermore, a different printing device is required to print a boarding pass than to print baggage claim tickets. Because the system taught by Purnell et al. travels to the passenger at “the passenger’s home, place of business or hotel room” (page 2), an additional printer for a boarding pass is required which significantly increases the system complexity and cost. Purnell et al. fails to contemplate such a system modification because the focus of Purnell et al. is on a baggage handling system.

Therefore, Purnell et al. fails to disclose, suggest, or teach all of the limitations of claims 24 and 33. An obviousness rejection cannot be properly maintained where the reference used in the rejection does not disclose all of the recited claim elements. Applicant respectfully traverses any arguments posed by the Examiner relative to claims 34-40 which depend from claim 33 as claims 34-40 are allowable for at least the reasons outlined above relative to claim 33. Therefore, Applicant respectfully requests withdrawal of the rejection of claims 24 and 33-40.

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application is respectfully requested. The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

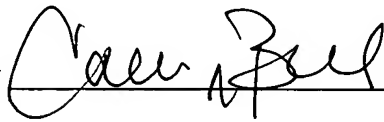
The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to

Deposit Account No. 50-2350. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 50-2350. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 50-2350.

Respectfully submitted,

Date July 28, 2006

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